

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
Eastern Division

In Re:	)	BK No.: 21-10475
Margatell V High	)	
	)	
	)	Chapter: 13
	)	Honorable Carol A. Doyle
	)	
Debtor(s)	)	

**AGREED REPAYMENT AND DEFAULT ORDER**

THIS CAUSE COMING TO BE HEARD on the Motion of M & T Bank as servicing agent for Lakeview Loan Servicing LLC ("Creditor"), the mortgagee on the property located at 146S Mayfair Place, Chicago Heights, IL 60411.

IT IS HEREBY ORDERED:

1. The Debtor acknowledges a default to M & T Bank as servicing agent for Lakeview Loan Servicing LLC of \$1,172.04 through October 2022, after crediting payments made through November 3, 2022. The aforementioned default is calculated as follows:

July 2022 through October 2022 = 3 @ \$1,547.22	\$4,641.66
October 2022 = 1 @ \$1,613.18	\$1,613.18
Bankruptcy fees and costs	\$1,238.00
Less funds previously tendered	(\$6,254.84)
Less funds in suspense	(\$0.00)
Total default amount remaining	\$1,238.00

The Debtor must tender the following payments on or before the following dates:

On or before	November 30, 2022	One post-petition mortgage payment +	\$206.35
On or before	December 30, 2022	One post-petition mortgage payment +	\$206.33
On or before	January 30, 2023	One post-petition mortgage payment +	\$206.33
On or before	February 28, 2023	One post-petition mortgage payment +	\$206.33
On or before	March 30, 2023	One post-petition mortgage payment +	\$206.33
On or before	April 30, 2023	One post-petition mortgage payment +	\$206.33

2. The current post petition mortgage payment is \$1,613.18, and may change due to adjustable interest rates, escrow requirements, or other similar matters as applicable.

3. Payments must be made to M & T Bank as servicing agent for Lakeview Loan Servicing LLC, in the form of money orders, certified checks, or cashier's checks and sent to: P.O. Box 840, Buffalo, NY, 14240-0810.

4. If the Debtor defaults on the payments under paragraph 1, then Creditor may issue a 7-day

Notice of Default stating the amount of the default and giving the debtor 7 days to cure the default. The Notice of Default must be filed with the court with a certificate of service on the debtor and debtor's lawyer. If the debtor does not cure the default by 7 days from the filing date of the Notice of Default, then Creditor may file a Notice of Termination of the Stay with a certificate of service on the debtor and the debtor's lawyer.

5. If McCalla Raymer Leibert Pierce, LLC sends out any Notices of Default under this Order, the Debtor must pay \$100.00 per Notice in certified funds to McCalla Raymer Leibert Pierce, LLC in addition to the funds necessary to cure the default cited in the Notice. These \$100.00 payments constitute attorney's fees and must be paid within the same 7-day cure period outlined in paragraph 4 of this Order.

6. The Notice of Termination terminates the automatic stay so as not to restrain Creditor from pursuing in rem rights under non-bankruptcy law in the property located at 146S Mayfair Place, Chicago Heights, IL 60411, effective on the date it is filed. The stay in Rule 4001(a)(4) does not apply to the Notice of Stay Termination.

Enter:

A handwritten signature in black ink, appearing to read "Carol A. Doyle".

Honorable Carol A. Doyle

United States Bankruptcy Judge

Dated: November 16, 2022

**Prepared by:**

MCCALLA RAYMER LEIBERT PIERCE, LLC  
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